

Firefighters Association GRIEVANCE PROCEDURE

Section I – Definition

- A. A grievance is a complaint by the Association or one or more employees concerning the application or interpretation of the specific provisions of this MOU, the Personnel Ordinance, Salary Resolution, written departmental rules and regulations, and policies and procedures manual(s) governing personnel practices or working conditions between the City and the Association.

- B. Matters excluded from consideration under the grievance procedure include the following:
 - 1. Position classification and grade designations;
 - 2. Items otherwise expressly excluded under this MOU;
 - 3. Nothing in this procedure shall be deemed to supersede the authority of the Civil Service Commission.

- C. If an employee alleges that his/her rights protected by Title VII of the Civil Rights Act are being violated, the resolution of such complaint may only be pursued through the Equal Employment Opportunity Office or appropriate quasi-judicial agency.

Section II – Grievance Presentation

Employees shall have the right to present their own grievance or do so through their Association representative(s). Grievances may also be presented by a group of employees or by the Association. Grievances filed by the Association will be filed with the Fire Chief who will have the sole discretion to determine at which level the grievance will first be heard.

Section III – Informal Procedure

A complaint shall be presented by the employee to the immediate supervisor within fifteen (15) calendar days after the employee becomes aware or reasonably should have become aware of the subject matter of the grievance.

Within fifteen (15) calendar days of the discussion with the employee, the supervisor shall schedule a meeting and/or respond verbally or in writing to the employee's complaint.

Section IV – Formal Grievance Form

All formal grievances shall be processed on standard forms provided by the Department of Human Resources. The following information shall be provided on every formal grievance form submitted by an employee and/or Association Representative:

- A. Name(s) of grievant(s);
- B. Brief explanation of the specific nature of the grievance;
- C. Time and place of its occurrence, if known;
- D. State of the Article(s) of the MOU, including Personnel Ordinance and Salary Resolution, written departmental rules and regulations, and policies and procedures manuals, if applicable, which have been violated, misinterpreted or misapplied;
- E. Person(s) contacted at the informal stage;
- F. Statement of the corrective action desired.

Section V – Formal Procedure

A. Step One – Battalion Chief

Within fifteen (15) calendar days of the supervisor's response or lack of response at the informal step, the employee, if dissatisfied, may submit a formal written grievance to the Battalion Chief.

Within fifteen (15) calendar days, the Battalion Chief shall schedule a meeting and/or provide a written response to the employee.

B. Step Two – Assistant Chief/Deputy Chief

Within fifteen (15) calendar days of the response from step one, the employee, if dissatisfied, may submit to the Assistant Chief/Deputy Chief a copy of the formal written grievance, including the step one response.

Within fifteen (15) calendar days, the Assistant Chief/Deputy Chief shall schedule a meeting and/or provide a written response to the employee.

C. Step Three – Fire Chief or Designee

Within fifteen (15) calendar days of the response from step two, the employee, if dissatisfied, may submit to the Fire Chief or designee a copy of the formal written

grievance including the step two response.

Within fifteen (15) calendar days, the Fire Chief or designee shall schedule a meeting and/or provide a written response to the employee.

D. Step Four – Human Resources or Designee

Within fifteen (15) calendar days of the response from step three the employee, if dissatisfied, may submit to the Director of Human Resources or designee a copy of the formal written grievance including the step three response.

Within fifteen (15) calendar days, the Director of Human Resources or designee shall schedule a meeting and/or provide a written response to the employee.

E. Step Five – City Manager or Designee

Within fifteen (15) calendar days of the response from step four the employee, if dissatisfied, may submit to the City Manager or designee a copy of the formal written grievance including the step four response.

Within fifteen (15) calendar days, the City Manager or designee shall schedule a meeting and/or provide a written response to the employee.

F. Step Six – Arbitration

If the City Manager does not satisfactorily dispose of the complaint, the Association or employee may, within fifteen (15) calendar days, request that the matter be submitted to arbitration. The person designated by the Department of Human Resources shall meet with the Association representative or employee to determine what issue(s) the Association or employee desires to submit to arbitration. If agreement is reached, such agreement shall be reduced to writing and submitted to the arbitrator. If parties cannot agree on the specific issue(s), then each may submit its own statement, and the Arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the City and the Association or employee(s), and shall have no authority to make a decision on any other issue(s) not so submitted.

If the matter is submitted to arbitration, the Arbitrator shall hold the hearing as soon as practicable, and the following shall apply:

1. The parties shall meet and attempt to jointly select an Arbitrator. If they are unable to make a joint selection in a period of time not to exceed fifteen (15) calendar days, either party may request a panel of five (5) arbitrators from the American Arbitration Association;

2. Upon receipt of a panel from the American Arbitration Association, the parties shall meet within fifteen (15) calendar days, at which time the parties shall determine the Arbitrator by the alternate strike method. A coin flip will determine the party to strike first;
3. Employees called as witnesses shall be released from duty as needed;
4. The rules of conduct of proceedings shall be according to those procedures utilized by the American Arbitration Association;
5. The findings of the Arbitrator shall be transmitted only to the parties to the dispute or their representatives;
6. Each party shall bear the expenses of presenting its own case;
7. Costs of making stenographic record shall be born equally. The arbitrator's fee shall be defrayed wholly by the party whose position was not supported by the arbitrator's findings, except in the case of compromise decisions, the arbitrator shall be empowered to allocate the fee;
8. The Arbitrator shall have not have the authority to amend, modify, or add to the provisions of the Agreement.
9. The Arbitrator shall be without power to make decisions contrary to or inconsistent with Federal or State law, the City Charter, City Ordinances and Resolutions. The City shall take no action to resolve the dispute in its favor by amending its Ordinances or Resolutions related to the issue(s) in dispute during the duration of this Agreement.
10. Any issue of arbitrability must first be decided by the Arbitrator before proceeding to a hearing on the grievance;
11. The decision of the Arbitrator shall be final and binding.

Section VI-General Provisions

- A. All time periods specified in this section may be extended by mutual consent of the aggrieved employee(s) or his/her representative(s) and management representative involved.
- B. Failure of the Association or the grievant(s) to comply with the time limits of the steps of the grievance procedure will serve to declare the grievance as settled in favor of the other party and no further action may be taken under this Agreement. Failure of the Employer to comply with the time limits of the steps of the

grievance procedure will cause the grievance to advance to the next step in the process.

- C. The processing of a grievance shall be considered as City business. The aggrieved employee(s) and Association representative(s) shall be allowed reasonable time to participate in the grievance hearings without loss of pay for the time so spent. The cost of witnesses called by either party shall be borne by the party if required to testify when not otherwise required to be on duty.
- D. Employees who so desire shall have the right to an Association representative at all stages of this Grievance Procedure.
- E. No punitive action will be assessed against an employee for utilizing the grievance procedure.